

1 to Alee total?

2 THE WITNESS: Distributions to the members of  
3 Alee.

4 JUDGE STEINBERG: Okay. And what? Did these come  
5 from Altell or from Bell Atlantic or --

6 THE WITNESS: These were the earnings that we had  
7 received from either Bell Atlantic or Altell, depending who  
8 was the manager at the time.

9 JUDGE STEINBERG: Okay.

10 BY MR. DeJESUS:

11 Q Okay. Now with reference to the amount that you  
12 received in 2001 for the services rendered --

13 JUDGE STEINBERG: And in 2001 Northeast got 10  
14 percent of the \$1.1 million and you got 24 percent of their  
15 10 percent.

16 THE WITNESS: I believe that's correct, sir.

17 JUDGE STEINBERG: Okay.

18 THE WITNESS: Mm-hmm.

19 JUDGE STEINBERG: Just nail that down.

20 THE WITNESS: Right. And I have to specify that  
21 I'm not sure of my exact percent in Northeast Cellular --

22 JUDGE STEINBERG: No.

23 THE WITNESS: -- but it's in the ballpark.

24 JUDGE STEINBERG: Okay. You're giving us the best  
25 of your recollection.

1 THE WITNESS: The best of my recollection, yes.

2 BY MR. DeJESUS:

3 Q I believe you said earlier that in 1999 you  
4 received approximately I think you said it was \$40,000 for  
5 the services rendered as part of your role on the Executive  
6 committee for the work done?

7 A From approximately -- yes, for the services prior  
8 to roughly September of '99.

9 Q You received what?

10 A I received \$40,000 --

11 Q Okay.

12 A -- approximately \$40,000

13 Q Okay. Now for 2000 what did you receive for  
14 services rendered for your service on the Executive  
15 Committee?

16 A I honestly don't know. It's billed through the  
17 firm. It comes into the firm, it doesn't come into my  
18 pocket.

19 Q Okay. But don't you -- obviously, you maintain  
20 records of the amount that you've -- the time that you've  
21 spent working and everything else and are you saying --

22 A Absolutely. I keep track of the hours. The hours  
23 are billed. Their invoice is prepared. Yes, they are taken  
24 care of. I don't know what that number is today.

25 Q Now when you got paid for 2000 did you get one

lump sum or were you being paid during the course of that  
2 year?

3 A I tend to bill as services are rendered  
4 periodically so I'mnot going to say it was one time, four  
5 times, six times, I don't know. As many invoices as I would  
6 have prepared and the invoices be prepared based upon how  
7 much time and service I had to provide to the partnership

8 Q Okay. Now who would cut the check for the Alee  
9 partnership to pay expenses that were incurred by Alee?  
10 Obviously, your work is an expense.

11 A Yes, sir.

12 Q Who would cut that check?

13 A Those checks, I have a staff member who, in turn,  
14 has been assigned to take care of the accounting and  
15 recording of transactions. They would have been directed  
16 to, in turn, pay the bills.

17 Q Okay. So, basically, you would have a staff  
18 member write a check to you?

19 A Correct.

20 Q Okay. And that's done --

21 JUDGE STEINBERG: Well, not to you --

22 (Multiple voices.)

23 THE WITNESS: Well, not to me --

24 JUDGE STEINBERG: -- to your law firm [sic] --

25 THE WITNESS: -- to my firm.

BY MR. DeJESUS:

2 Q To your firm?

3 JUDGE STEINBERG: -- to your firm.

4 THE WITNESS: To the accounting firm, yes.

5 JUDGE STEINBERG: Okay. Is it fair to say that,  
6 and if it's not tell me, is it fair to say that you treat  
7 the services, the accounting services, you render or all the  
8 services you render for Alee that Alee is treated just like  
9 any other client would be treated?

10 THE WITNESS: That is correct, sir.

11 JUDGE STEINBERG: Except for the slightly  
12 discounted rate?

13 THE WITNESS: That would also be correct.

14 BY MR. DeJESUS:

15 Q Now I believe I asked you before, and just to  
16 clarify in my own mind, how many distributions there had  
17 been since 1999? You said you didn't have a clear figure?

18 A I don't have an exact number. I know that I  
19 attempted to get them on a quarterly basis starting at about  
20 2000.

21 Q Okay. When is the next distribution due?

22 A This is October so the next distribution will  
23 occur -- we'll attempt to get it out before December 31st.

24 Q Okay.

25 MR. DeJESUS: The Court's indulgence, Your Honor.

1 (Pause )

2 BY MR. DeJESUS:

3 Q Now, s r, yesterday I asked you a question  
4 regarding access to the facilities and you used the phrase  
5 "unfettered access."

6 A Yes, sir.

7 Q Okay. Have you had occasion to discuss  
8 unauthorized transfer of control with anyone of facilities?

9 A Unauthorized transfer control?

10 Q Or control?

11 A I don't recall any specific --

12 Q Okay.

13 A -- conversation in that area.

14 Q Now are you aware of the fact that the term  
15 "unfettered access" is one of six criteria used by the  
16 Commission to determine whether there's been a transfer of  
17 control?

18 A It's language that's specific in the management  
19 agreement and I'm aware of it in that area, in that context.

20 Q Okay. Thank you, sir.

21 A Mm-hmm.

22 Q Now in reference to Mr. Sharifan, did you ever  
23 have occasion to meet him, sir?

24 A I don't recall that I ever specifically met him.  
25 There may have been a meeting at one time that he was at but

1       there's nothing that vividly is implanted in my memory as to  
2       meeting him.

3           Q       Okay. Now why did Sharifan continue to receive  
4       information regarding Alee after he was removed as partner?

5           A       That I don't know. I think you need to talk to  
6       Mr. Kane about that issue.

7           Q       Okay. Now after he was removed from the  
8       partnership he did receive capital calls, didn't he, sir?

9           A       That is correct because I was not aware that Mr.  
10      Sharifan was an alien

11          Q       Okay

12          A       Not until I cut that check back to him --

13          Q       Okay.

14          A       -- which I believe was in March of 1990.

15          Q       Okay. Now when that happened did he cash the  
16      check, do you know?

17          A       I don't know. I was --

18                   (Multiple voices.)

19          Q       But you sent that --

20          A       -- instructed to send the check.

21          Q       I'm sorry.

22          A       I was instructed to prepare the check.

23          Q       Okay. And he sent you a check, correct?

24          A       Yes.

25          Q       Okay. What did you do with the check?

1           A     In my office that assignment is delegated to one  
2 of my staff people to, in turn, as they come in deposit  
3 them.

4           Q     Okay. Now can you tell us where that money *is*  
5 now?

6           A     All I know is that I cut a check to Mr. Sharifan  
7 the date that I was told that he was the alien who was,  
8 supposedly, no longer in the partnership and was not a  
9 partner *so*, therefore, I had to reimburse him money.

10          Q     I understand. Were there any other investments  
11 that were returned to him?

12          A     I don't know.

13          Q     Okay.

14          A     Not by me.

15          Q     Okay.

16                JUDGE STEINBERG: Let me see if I -- I want to  
17 make sure that I have the point. Okay. There was a capital  
18 call and the capital call went out to Mr. Sharifan?

19                THE WITNESS: Yes. What happened was the  
20 financial responsibilities when Mr. Kane was terminated were  
21 taken over by me.

22                JUDGE STEINBERG: Okay.

23                THE WITNESS: All *right*. And my firm. At the  
24 meeting in January of '90 a capital call was determined to  
25 go out. We prepared, based upon the information that I

1 received from Mr. Kane, the listing of the partners,  
2 addresses, etcetera. All right. I, in turn, then sent out  
3 the capital call based upon that list.

4 JUDGE STEINBERG: Okay. And then Mr. Sharifan  
5 sent a check in response to that?

6 THE WITNESS: Yes, sir.

7 JUDGE STEINBERG: The check was deposited?

8 THE WITNESS: Yes, sir.

9 JUDGE STEINBERG: And then later on you found out  
10 that Mr. Sharifan was an alien?

11 THE WITNESS: I found out that, yes, that he was  
12 technically not the partner in the partnership.

13 JUDGE STEINBERG: Okay. That he was not the  
14 partner and you were instructed to reimburse him?

15 THE WITNESS: I was instructed to, yes, prepare a  
16 check reimbursing him for those dollars.

17 JUDGE STEINBERG: Okay. Those dollars meaning the  
18 capital call?

19 THE WITNESS: The capital call.

20 JUDGE STEINBERG: How about his initial  
21 investment?

22 THE WITNESS: That I was not -- I did not deal  
23 with, sir.

24 JUDGE STEINBERG: Okay. Who told you to -- who  
25 asked you to cut a -- to reimburse Mr. Sharifan?



1           THE WITNESS: I received a phone call from Bob  
2 Bernstein.

3           JUDGE STEINBERG: Okay. Now it's clear. I didn't  
4 -- I'm thick, I don't follow everything sometimes.

5           BY MR. DeJESUS:

6           Q     Now there came a time that -- when did you write  
7 the check to Mr. Sharifan, do you remember?

8           A     I don't recall the exact date, sir.

9           Q     Do you know an approximate?

10          A     I don't have an exact date. It would have to have  
11 been -- the partnership meeting took place in January and  
12 the capital call would have gone out shortly thereafter.  
13 Everyone had 30 days in which to respond to the capital call  
14 so in that timeline. Then shortly after that I did receive  
15 a phone call to do that. I would -- I can only guess. My  
16 best guess would be sometime in March.

17          Q     Of?

18          A     '90.

19          Q     '90. Okay. And the FCC was informed of Mr.  
20 Sharifan's alien participation when?

21          A     The exact date I believe was -- I'd have to take a  
22 look at the document to see the exact date.

23          Q     Please --

24          A     I know that --

25               (Multiple voices.)

1           Q     -- because that will refresh your memory.

2           A     Is there a page you can refer me to, sir?

3           JUDGE STEINBERG: This was covered yesterday, I  
4 think. Can I suggest a date?

5           MR. DeJESUS: Yes, Your Honor.

6           JUDGE STEINBERG: April 30, 1990.

7           MR. DeJESUS: That's sounds correct.

8           JUDGE STEINBERG: Does that sound --

9           THE WITNESS: It would make sense. Sometime in  
10 April, yes.

11          JUDGE STEINBERG: Okay. I mean that can be a  
12 matter of official notice.

13          MR. DeJESUS: Okay.

14          JUDGE STEINBERG: I mean unless we're --

15          MR. DeJESUS: We're willing to stipulate to that,  
16 Your Honor.

17          JUDGE STEINBERG: Well, whatever the -- I suppose  
18 this is someplace in the old --

19          MR. DeJESUS: Yes, it is.

20          JUDGE STEINBERG: Okay. So we'll just take notice  
21 of that.

22          BY MR. DeJESUS:

23          Q     But my question is why did you wait so long to  
24 inform the Commission?

25          A     About the Sharifan issue, sir?

1 Q Yes.

2 A Once again, as a partner I had no knowledge that  
3 Mr. Sharifan was the alien, all right, that information was  
4 withheld from the partnership by Mr. Kane, all right. It  
5 was not until that date in March that I became aware of his  
6 existence and was made more aware of his replacement at that  
7 time. Shortly after that I believe the dates would  
8 correspond after the attorneys did so, prepared the  
9 necessary documentation, they probably notified -- I think  
10 that's probably the timing of the event.

11 Q Okay. Now --

12 A So it was a fairly short period of time once we  
13 became aware of it that we did provide notification.

14 Q Okay. Now I'd like to refer you to Exhibit 20 in  
15 the book, which is the risk sharing agreement. Do you  
16 recognize --

17 JUDGE STEINBERG: Has that been identified?

18 MR. DeJESUS: Marked for identification.

19 JUDGE STEINBERG: All right. We've got to mark  
20 these things before we show them to the witness. Okay.  
21 Let's mark for identification as Enforcement Bureau Exhibit  
22 No. 20.

23 (The document referred to was  
24 marked for identification as  
25 Enforcement Bureau's Exhibit

No. 20.)

2 MR. DeJESUS: Exhibit 20 is approximately 13 pages  
3 long.

4 JUDGE STEINBERG: What about 11? Make sure  
5 everyone has an 11 page document.

6 MR. HILL: I have 13.

7 JUDGE STEINBERG: You have 13?

8 MR. DeJESUS: I have 13. Your Honor, we'll make  
9 sure that --

10 JUDGE STEINBERG: I only have 11 or maybe the  
11 other two pages aren't important, but it's -- my last  
12 numbered page is 11. So my guess is there's a 12 and  
13 there's a 13?

14 THE WITNESS: I have 13.

15 MR. DeJESUS: I have 13.

16 JUDGE STEINBERG: Okay. So somebody make me a 12  
17 and a 13. So it's a 13 page document entitled "Terms and  
18 Conditions of Mutual Contingent Risk Sharing Agreement."  
19 That's been marked for identification as Enforcement Bureau  
20 Exhibit 20.

21 BY MR. DeJESUS:

22 Q Sir, do you recognize what that is?

23 A Yes, I do.

24 Q Okay. And how is it you recognize it?

25 A The partnership had entered into an agreement

1     which is specified I believe similar to this. I don't know  
2     if this is the exact one or not because from what I  
3     understand in conversations with counsel that there were  
4     more than one -- there was more than one agreement --

5           Q     Okay. You say that it was an East Coast --  
6                   (Multiple voices.)

7           A     -- and verification.

8           Q     -- and a West Coast agreement?

9           A     I believe so.

10          Q     Okay. Now which agreement would you have been  
11       involved in?

12          A     I would have been involved in the East Coast.

13          Q     Okay. Now with the exception of just having the  
14       East Coast and the West Coast designated differently were  
15       they, essentially, the same agreement?

16          A     I can't answer that because I didn't see the West  
17       Coast agreement.

18          Q     Okay.

19          A     I would assume they were but that's an assumption.

20          Q     Okay. Now these were on materials that were in  
21       the possession of Alee, isn't that correct, sir?

22                   MR. HILL: Your Honor, may I explain this?

23                   JUDGE STEINBERG: Well, let's just have the  
24       witness answer the questions.

25                   MR. HILL: Okay. All right.

THE WITNESS: There were lots of documents that we  
2 were providing to the FCC. I can assume that this was one  
3 of them. However, it does have a fax coming out of the law  
4 office of Hall Estill on it.

5 BY MR. DeJESUS:

6 Q Now when the Enforcement Bureau made a discovery  
7 request as to the --

8 MR. HILL: Your Honor, this is something that's  
9 not in evidence in my system but necessary the document  
10 production request. There's no request for the risk sharing  
11 agreement.

12 MR. DeJESUS: Your Honor, if I may. When we  
13 requested the material pursuant to discovery this was what  
14 was sent to us. So, therefore, in terms of relying on the  
15 documentation this is information that was provided to us  
16 and, therefore, we feel that unless counsel has a better  
17 explanation we should be in the position to rely on the risk  
18 sharing agreement as something that Alee entered into.

19 MR. HILL: May I --

20 JUDGE STEINBERG: Wait a minute. Wait, Wait,  
21 wait, wait, wait, wait. I don't really -- forgive me, but I  
22 don't understand what this argument is about. The witness  
23 said there's an East Coast agreement and there's a West  
24 Coast agreement. He was involved a little in the East Coast  
25 agreement.

1 THE WITNESS: Yes, sir

2 JUDGE STEINBERG: Is that correct?

3 THE WITNESS: Yes, sir.

4 JUDGE STEINBERG: You never saw the West Coast  
5 agreement?

6 THE WITNESS: No, sir.

7 JUDGE STEINBERG: You assumed that the West Coast  
8 agreement was the same as the East Coast agreement, hut for  
9 purposes of the record you said you never saw it. Your  
10 assumption is worthless, you know.

11 THE WITNESS: I appreciate that.

12 JUDGE STEINBERG: Nothing personal. So what are  
13 we arguing about?

14 MR. DeJESUS: Well

15 JUDGE STEINBERG: I mean and this agreement,  
16 Exhibit 20, EB Exhibit 20 for identification, was produced  
17 pursuant to discovery by the law firm or not? I mean --

18 MR. HILL: Well, that's what I would like to  
19 explain, Your Honor.

20 JUDGE STEINBERG: Okay

21 MR. HILL: Is what is

22 (Multiple voices.)

23 JUDGE STEINBERG: Okay. But before you explain,  
24 what's the dispute? What are we arguing about? What do we  
25 need an explanation for? I mean maybe I'm -- I've only had

1 one cup of coffee this morning so maybe I need to get  
2 another cup and then I'll understand things better but what  
3 are we arguing about?

4 MR. EVANS: I think the question is which  
5 agreement is this?

6 JUDGE STEINBERG: Yes

7 MR. EVANS: The West Coast or the East Coast?

8 JUDGE STEINBERG: Oh, do you know?

9 THE WITNESS: I have no idea.

10 JUDGE STEINBERG: Okay. The answer, I mean maybe  
11 one of the other witnesses knows but, okay. Does that end  
12 the argument?

13 MR. DeJESUS: The Court's indulgence.

14 (Pause)

15 BY MR. DeJESUS:

16 Q Now, sir, with reference to the risk sharing  
17 agreement could you tell us what the risk sharing agreement  
18 what it was all about?

19 MR. HILL: Your Honor, I object to this line of  
20 questioning as being irrelevant. The intricacies of the  
21 risk sharing agreement are not relevant to this issue, they  
22 were thoroughly litigated in the Algereg proceeding and all  
23 findings concerning it or finding on us the ultimate  
24 resolution of the risk sharing agreement is binding on us.  
25 That's not the character disqualifying matter that brings us



1 here today.

2 MR. DeJESUS: Your Honor, *my* understanding is that  
3 the risk sharing agreement is something that is still in  
4 contention and, therefore, since it is in contention we are  
5 in the position to pursue questioning on that matter.

6 JUDGE STEINBERG: Okay. From my memory there's  
7 something going on in the District of Columbia Courts about  
8 the risk sharing agreement, whether it's dissolved or not  
9 dissolved or something like that?

10 MR. HILL: There is something going on in the  
11 Superior Court of the District of Columbia.

12 JUDGE STEINBERG: Okay. So what's the have to do  
13 with this case? I mean the hearing designation order does  
14 it say anything about risk sharing agreement? It just says,  
15 "Misrepresentation, lack of candor," doesn't it?

16 MR. DeJESUS: Yes, Your Honor.

17 JUDGE STEINBERG: Okay. I mean I haven't read it  
18 since probably yesterday so -- but I mean, wait a minute,  
19 here we go. It does say something about risk sharing in the  
20 background at the bottom of page one and the top of page  
21 two. It does mention risk sharing and the sentence reads,  
22 "The Commission concluded that Alee's lack of candor in  
23 connection with the New Mexico 3 authorization warranted  
24 revocation." Then they go on to explain, "Issue A could  
25 determine, based on previously adjudicated lack of candor on

1 the part of Alee in Algereq 1, whether Alee is qualified,"  
2 etcetera. So the scope of the issue is lack of candor and  
3 not risk sharing. So --

4 MR. EVANS: Well, Your Honor, can I put my --

5 JUDGE STEINBERG: Yeah.

6 MR. EVANS: -- two bits in? Because this is  
7 something I intended to go into, also. I think it doesn't  
8 go to the lack of candor issue, but whether the risk sharing  
9 agreement is still in existence goes to the rehabilitation  
10 issue. It's our contention, it will be our contention, that  
11 since the risk sharing agreement is still in existence  
12 that's something that the Commission did not apparently know  
13 about or take into account when it issued its decision in  
14 1999. The risk sharing agreement is a continuing violation  
15 of a particular FCC rule. To the extent that they're  
16 continuing to violate a rule I think that goes to  
17 rehabilitation.

18 MR. HILL: I know of no adjudication by an  
19 administrative agency, in particular the FCC or any Court of  
20 competent jurisdiction, that has ruled that the risk sharing  
21 agreement is still valid and enforceable. If my esteemed  
22 colleagues on the other side know of such a citation share  
23 it with us.

24 MR. EVANS: Well, I think the issue is does  
25 anybody rule that it's not enforceable and that's exactly

1 what's going on in the District of Columbia Court.

2 MR. HILL: And to that extent the answer is yes.  
3 The Commission in the 1997 Algereq decision said, "This is  
4 null and void."

5 MR. EVANS: It did not say that. You said that  
6 yesterday and the Commission did not say it was null and  
7 void. The Commission directed the participants in it that  
8 were before it to rescind it. The people that have won the  
9 agreement did attempt to rescind it but the people that lost  
10 did not. That leaves the agreement still a contract, it  
11 exists.

12 JUDGE STEINBERG: Well, I'll tell you what I'm  
13 going to do. I'm going to sustain the objection but allow  
14 both of you to pursue it as an offer of proof. That way the  
15 evidence is in the -- whatever evidence there is is in the  
16 record and if a reviewing authority disagrees with my  
17 determination that it's beyond the scope of the issue the  
18 evidence will be there for them to look at and we won't have  
19 to come back. I do understand Mr. Evans' argument in terms  
20 of continuing violation of the Commission rule. I'm not  
21 going to say any more.

22 MR. DeJESUS: Okay.

23 BY MR. DeJESUS:

24 Q How is the --

25 JUDGE STEINBERG: Well, okay, do you want to do it

1 now as an offer of proof or do you want to finish with the  
2 witness and then do it at the end as an offer of proof?

3 MR. DeJESUS: I'd like to do it now, Your Honor.

4 JUDGE STEINBERG: Okay.

5 MR. DeJESUS: I would admit it into evidence.

6 MR. HILL: It's going to be an offer, is that  
7 right? Not admitted into evidence.

8 JUDGE STEINBERG: Right. It will be rejected.

9 MR. HILL: Yeah.

10 JUDGE STEINBERG: But a rejected exhibit or -- you  
11 know, a rejected exhibit goes forward, you know, with the  
12 understanding that it's, you know -- well, we can make -- we  
13 can reject Exhibit 20 and I suppose 21, which is related to  
14 it.

15 MR. DeJESUS: Yes, Your Honor.

16 JUDGE STEINBERG: And 22.

17 MR. DeJESUS: Yes, Your Honor. We'll mark those  
18 later and then they'll be rejected but they'll go forward as  
19 an offer of proof and what you can do is you can do an offer  
20 of proof two ways, you can do it in writing or you can do it  
21 orally through examination. I'll let you do it orally, you  
22 know, continue with your examination if you want or you can  
23 do it, you know, this is my offer of proof,

24 You could say, "If Mr. Jones was asked these  
25 questions this is how he would answer" and you can just

1 state it or you can do it through questions and answers or  
2 you can do it any way you want to do it. There's several  
3 ways to do it.

4 MR. DeJESUS: Okay.

5 JUDGE STEINBERG: But do you want to just -- while  
6 we're marking exhibits let's mark Exhibit -- identify  
7 Exhibit 21, Bureau Exhibit 21. Does everybody have four  
8 pages on 21? A four page document entitled "Execution  
9 Document for Mutual Contingent Risk Sharing Agreement" and  
10 that's identified as Enforcement Bureau Exhibit 21.

11 (The document referred to was  
12 marked for identification as  
13 Enforcement Bureau's Exhibit  
14 No. 21.)

15 And then the last one on this would be Enforcement  
16 Bureau Exhibit 22, a one page document entitled "Agreement  
17 to Rescind Risk Sharing Agreement" and that's identified as  
18 Enforcement Bureau Exhibit 22.

19 (The document referred to was  
20 marked for identification as  
21 Enforcement Bureau's Exhibit  
22 No. 22.)

23 okay. All three of *those* exhibits are going to be  
24 rejected as beyond the scope of the issues but will go  
25 forward as an offer of proof.

1 (The documents referred to,  
2 previously identified as  
3 Enforcement Bureau's Exhibit  
4 No's. 20 through 22, were  
5 rejected.)

6 Teach you to leave the room. I was talking to Ms.  
7 Lancaster, just for the record. She's giving me a strange  
8 look, not a strange look, a surprised look.

9 MS. LANCASTER: Since I just walked in, Your  
10 Honor, can you tell me which of the exhibits you're  
11 rejecting again?

12 JUDGE STEINBERG: 20, 21 and 22. I've ruled that  
13 they were beyond the scope of the issue or the issues but  
14 they will go forward as an offer of proof and I'm going to  
15 allow Mr. DeJesus and Mr. Evans at the appropriate time to  
16 ask the witness questions on the risk sharing agreement on  
17 an offer of proof basis.

18 MS. LANCASTER: May I have one moment, Your Honor.

19 JUDGE STEINBERG: Yeah.

20 iPause.)

21 BY MU. DeJESUS:

22 Q How was the risk sharing agreement supposed to  
23 work?

24 A It's been some time. I have a vague remembrance  
25 of it. My understanding --

1           MR. HILL: Your Honor, I'm going to -- is the  
2 intricacies of how it was supposed to work necessary for the  
3 proffer of proof that it's still existing, it still has  
4 legal effect. Are we going to be wasting time going through  
5 how it's supposed to work? The document speaks for itself.

6           MR. DeJESUS: Well, Your Honor, it's necessary  
7 because it goes to his understanding of the risk sharing  
8 agreement and how it worked.

9           JUDGE STEINBERG: Well, what difference does that  
10 make?

11          MR. DeJESUS: Well, again, he was a party to the  
12 risk sharing agreement, he participated in this matter and  
13 it goes to his state of mind.

14          JUDGE STEINBERG: Well, who cares about his state  
15 of mind under the risk sharing agreement? The argument  
16 ultimately is going to be this was a continuing violation of  
17 the Commission's rules.

18          MR. HILL: The mere legal existence in its  
19 continuation.

20          JUDGE STEINBERG: Plus --  
21 (Multiple voices.)

22          MR. DeJESUS: Well, Your Honor --

23          JUDGE STEINBERG: -- wouldn't Mr. Bernstein be the  
24 more appropriate person to ask these questions of because he  
25 signed it?

1 MR. DeJESUS: Mr. Bernstein is appropriate but I  
2 don't know if he would be

3 BY MR. DeJESUS:

4 Q Did you sign this agreement, sir?

5 JUDGE STEINBERG: Well, look at Exhibit 21.

6 BY MR. DeJESUS:

7 Q Or a copy of this agreement, do you recall?

8 A I did not sign this agreement. I signed an  
9 election form that was submitted by Allan Kane to the  
10 partners to elect to go forward with a risk sharing  
11 agreement.

12 Q Okay. So, in other words, you participated in the  
13 decision to allow this -- to bind Alee to the risk sharing  
14 agreement, isn't that true?

15 A My only participation was as a partner of Alee  
16 through Northeast Cellular stating that, yes, we would agree  
17 to go forward with the risk sharing agreement.

18 Q Thank you. Now I'd like to turn your attention to  
19 Enforcement Bureau Exhibit 7.

20 JUDGE STEINBERG: Okay. You have to identify it.

21 MR. DeJESUS: "Answers of Alee Cellular  
22 Communication to Enforcement Bureau's Interrogatories."

23 JUDGE STEINBERG: Okay. And that is a 12 page  
24 document and the document described will be marked for  
25 identification as Enforcement Bureau Exhibit No. 7.



1 (The document referred to was  
2 marked for identification as  
3 Enforcement Bureau's Exhibit  
4 No. 7.)

5 BY MR. DeJESUS:

6 Q Sir, do you recognize that document?

7 A Yes, sir.

8 Q And how is it you recognize it?

9 A It has my signature for submission, sir.

10 Q So it's safe to say that you participated in the  
11 preparation of this document?

12 A Yes, sir.

13 Q And that the questions contained therein are  
14 questions that you are familiar with --

15 A Yes, sir.

16 Q -- on the responses that you yourself dictated?

17 A Yes, sir.

18 MR. DeJESUS: At this time I'd like to have  
19 Exhibit No. 7, which has been marked for identification  
20 introduced.

21 MR. HILL: Right. I mean I object to the -- we've  
22 got multiple answers to interrogatories. Are we dealing now  
23 with the offer of proof on --

24 JUDGE STEINBERG: Yeah. Is this the offer of  
25 proof or is this something else?